

A.G. Contract No. KR89-1873-TRD  
ECS File: JPA-89-112  
Project: SR-51, Squaw Peak Frwy  
RAM 600-2-303 H083601D  
Section: Glendale - Northern

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
PERINI LAND & DEVELOPMENT CO.,

THIS AGREEMENT is entered into 21 November, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PERINI LAND AND DEVELOPMENT COMPANY, acting by and through its Board of Directors (the "Company").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Company is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Company.

3. The State and the Company desire to construct an environmental wall and berm along SR 51, from left of Station 37+08 to Station 39+50, a distance of 255 feet, more or less.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## II. SCOPE OF WORK

### 1. State will:

a. Design, call for bids and award one or more construction contracts for the Project, at an estimated price of \$23,760.

b. Administer construction and approve and accept the Project upon completion.

c. Participate in the cost of the Project in an amount estimated at \$13,760, and be responsible for costs above \$10,000.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

### 2. Company will:

a. Review and approve State's plans for construction.

b. Participate in the cost of the Project in an amount not to exceed \$10,000.

c. Deposit with State a cashiers check payable to Arizona Department of Transportation in the amount of \$10,000 prior to award of a construction contract for the Project.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

5. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Room 118E  
Phoenix, AZ 85007


Perini Land & Development Co.  
1807 N. Central Avenue  
Phoenix, AZ 85004

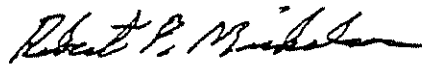
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PERINI LAND & DEVELOPMENT CO.

STATE OF ARIZONA

Department of Transportation

By   
PHILIP E. ORDWAY  
Vice President

By   
ROBERT P. MICKELSON  
Deputy State Engineer

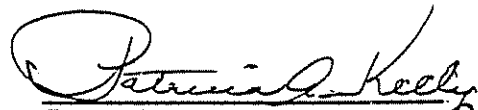
CERTIFICATE

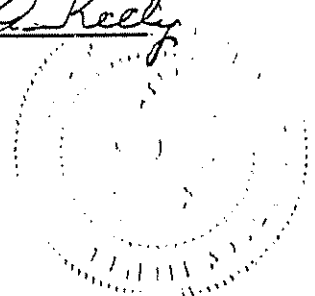
I, Patricia A. Kelly, do hereby certify that I am Secretary of Perini Land and Development Company, a Delaware corporation and that as such I have access to and custody of the corporate records and minute books of said Corporation.

And I do hereby further certify that by Unanimous Written Consent of the Board of Directors of said Perini Land and Development Company dated November 8, 1989, the following resolution was adopted:

VOTED: That the Corporation be, and it hereby is, authorized to enter into an Agreement with The State of Arizona, Department of Transportation, Highways Division, for the purpose of defining responsibilities for the construction of a noise abatement wall on SR-51, Squaw Peak Freeway, Northern Glendale, from Morten Avenue to Glendale Avenue after review and approval of the State's plans for construction by Philip E. Ordway, Vice President; and further

VOTED: That the Corporation's participation in the Project in an amount not to exceed \$10,000 be, and it hereby is approved.

  
Secretary



RESOLUTION

BE IT RESOLVED on this 3rd day of August 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Perini Land & Development Co. for the purpose of defining responsibilities for the construction of a noise abatement wall on SR-51 from Morten Avenue to Glendale Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation